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September 28, 1984

**RECEIVED**

**SEP 28 1984**

**EPA REGION III  
OFFICE OF REGIONAL COUNSEL**

Judith Dorsey, Esquire (3RC20)  
Office of Regional Counsel  
U.S. Environmental Protection Agency  
Region III  
6th & Walnut Street  
Philadelphia, Pennsylvania 19106

Re: USA v. New Castle County, et al./Public  
Water Supply

Dear Ms. Dorsey:

As we discussed yesterday, this is to summarize the steps that have been taken with respect to the design and implementation of the installation of public water lines to the 42 residences and facilities located in the vicinity of the Tybouts Corner Landfill in New Castle County, Delaware.

As you know, on September 20, 1984 (the deadline previously established by EPA), three of the defendants in USA v. New Castle County, et al. indicated their willingness to undertake the design and implementation of the installation of public water supplies in the "expanded" area described in the Focus Feasibility Study issued under cover of your August 13 letter. Those three parties are New Castle County, Stauffer Chemical Co. and William C. Ward. On EPA's part, you mailed to us the next day a preliminary draft of a consent decree concerning this project, and counsel for the three defendants during the past week have already had several discussions with you concerning proposed modifications of that decree. Agreement on those proposals in large part turns upon the early entry into a contract with Wilmington Suburban Water Co. covering the engineering and construction of the project.

On the part of the defendants, there have already been several meetings with Wilmington Suburban concerning this matter. As a result of the most recent meeting on Wednesday,

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September 26, Wilmington Suburban has been requested to proceed with drawing up the engineering specifications for the project. It is expected that those specifications will be available by the end of next week. In addition, Wilmington Suburban has already supplied us with a draft of a formal contract for the project, a copy of which is enclosed for your information. We are in the process now of negotiating the final terms of that contract with Wilmington Suburban. Further, counsel for the three defendants are scheduled to meet on Tuesday of next week to discuss finalization of that contract and other details of their participation in the project.

As noted above, we expect to receive Wilmington Suburban's specifications by the end of next week and are already in the process of finalizing the terms of the formal contract with Wilmington Suburban. We remain optimistic that the terms of the contract can be finalized within the next two weeks, and we at this point see no reason why that contract could not be executed before the November 1 date cited in the EPA's draft consent decree. Of course, the defendants' execution of the contract must await execution of the consent decree by the Government, but, given the interest of all concerned in having the project go forward at the earliest possible date, we again see no obstacle to having the contract with Wilmington Suburban executed in advance of November 1.

Please contact me should you have any further questions concerning the status of the matter.

Sincerely yours,



George J. Weiner

GJW/mez

Enc.

cc: David S. Swayze, Esq.  
James Burger, Esq.  
James F. Burnett, Esq.

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all times be subject to inspection by Water Company's representatives.

3. County agrees to pay Water Company \$ \_\_\_\_\_ no later than \_\_\_\_\_ for materials and expenses incurred by Water Company for this project. Materials will consist of pipe, valves, fittings and fire hydrants.

4. The water main extension as hereinbefore described with the necessary valves, connections, fittings and other appurtenances at all times shall be the property of the Water Company, its successors or assigns, and the Water Company shall renew, replace and repair the said extension and appurtenances at its sole cost and expense and shall have free access at all times for such purposes. The Water Company shall also have the right, by virtue of its ownership of said extensions to make any additions to or extensions of said extension in its sole and absolute discretion.

5. Upon completion of the aforesaid water main extension, the Water Company upon proper application shall provide water service to consumers located along said extension in accordance with the rules and regulations of its published tariff.

6. It is agreed between the parties hereto that the County shall execute this agreement within thirty (30) days from the date upon which this agreement is transmitted to the County and that upon failure of the County to execute within the time mentioned, this agreement shall be void at the option of the Water Company.

7. This agreement shall be binding upon the heirs, administrators, executors, successors and assigns of the parties hereto.

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Executed in triplicate by the parties hereto on the date first shown  
above.

WILMINGTON SUBURBAN WATER CORPORATION

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_  
Its Vice President

NEW CASTLE COUNTY

ATTEST: \_\_\_\_\_

BY: \_\_\_\_\_

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